

**Memorandum of Understanding
Between the Santa Fe County Housing Authority and
the Turquoise Trail Resident Council,
the Jacob D. Martinez Resident Council, and
the Valle De Esperanza Resident Council**

This Memorandum of Understanding (MOU) is entered into on this 30th day of June, 2015, between the Santa Fe County Housing Authority (SFCHA), a separate body politic created by Santa Fe County Resolution 2010-104 pursuant to NMSA 1978, Section 3-45-5 (2009), the Turquoise Trail Resident Council, the Jacob D. Martinez Resident Council, and the Valle de Esperanza Resident Council (hereinafter collectively referred to as "Resident Council").

WHEREAS, the purpose of this MOU is to further define policy and procedures supporting the resident participation funding provided through the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, the SFCHA has agreed to maintain the FY 2012 stipend available to executive Resident Council members at \$25 per member per meeting for FY 2016, subject to availability of appropriations.

NOW THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

A. Goals and Objectives

Resident participation funding is provided by HUD and used to support interaction between the SFCHA and residents of SFCHA housing. HUD funds must be used to inform, acquaint, advise, promote, train, or update residents concerning issues and operations that affect resident households and their living environment.

B. Scope of Work for Each Resident Council

Resident Council Responsibilities include, but are not limited to:

- Hold a Resident Council meeting at least once a month.
- Submit funding requests for eligible resident participation activities under the Resident Participation Fund Policy and Agreement. Requests shall be in writing and signed by the Resident Council President and Treasurer. Requests shall list the proposed purchases or services and, if applicable, provide written bids and otherwise comply with the Santa Fe County Purchasing Regulations and Procurement Manual.
- Expend Resident Participant Funds (with approval by the SFCHA's Executive Director or Housing Manager) within the maximum funding level provided for in Paragraph C of this document.
- Comply with the procurement policy of the Santa Fe County Housing Authority.

- Agree that the SFCHA will initially maintain account records until such time the Resident Council determines it possesses the capacity to and chooses to maintain its own financial accounting system.
- Submit a monthly report to the SFCHA on the monthly activities carried out by the Resident Council.

SFCHA Responsibilities:

- SFCHA staff will attend all regular Resident Council meetings.
- Maintain a Resident Participation Fund account and provide the Resident Council with a monthly report of the account's expenditures;
- Consistent with Resident Participation Policy and 2015 HUD funding requirements, make a stipend available to the Resident Council to fund eligible costs and costs associated with the Resident Council meetings. The stipend available to eligible executive Resident Council members will be an amount not to exceed \$25.00 per Resident Council member per meeting attended.

C. Maximum Funding Levels; HUD Funding for Fiscal Year 2015

Total HUD funding to Resident Council activities, including the stipend available to eligible executive Resident Council members for Resident Council meeting attendance, shall not exceed

| | |
|-------------------------------------|-------------------|
| Turquoise Trail Resident Council | \$1,710.00 |
| Jacob D. Martinez Resident Council | \$1,615.00 |
| Valle de Esperanza Resident Council | <u>\$1,401.00</u> |
| | \$4,726.00 |

D. Termination

This MOU may be terminated by either party upon delivery of a written notice to the other party at least 30 days prior to the intended date of termination. Upon such termination, neither party may nullify or avoid any obligations incurred prior to termination.

E. Liability

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this MOU. Any liability incurred in connection with this MOU is subject to the immunities and limitation of the New Mexico Tort Claims Act, NMSA §41-4-1 et seq., as amended.

F. Appropriations

SFCHA's performance of this MOU is contingent upon sufficient appropriations by the BCC. If BCC does make sufficient appropriations, and notwithstanding Paragraph D, SFCHA may terminate this MOU immediately upon mailing written notice of termination for lack of funding to the Resident Council. Whether sufficient appropriations have been made by BCC is committed to SFCHA's discretion.

G. Third Party Beneficiaries

The parties do not intend to create, and have not created, any third-party beneficiaries to this MOU.

H. Notices

The notices and other submittals required under this MOU shall be delivered by mailing, first class, to the following addresses:

SFCHA:

James R. Pacheco
Executive Director
52 Camino de Jacobo
Santa Fe, NM 87507

Turquoise Trail Resident Council:

Andrew Brunner
7A Las Lomas Drive
Santa Fe, NM 87508

Jacob D. Martinez Resident Council:

Brenda Saenz
58 Camino de Jacobo
Santa Fe, NM 87507

Valle de Esperanza Resident Council:

Rose Monarque
158 Camino de Quintana
Espanola, NM 87532

I. Accountability

During the term of this MOU and for a period of three years thereafter, each of the parties will maintain accurate and complete records of all disbursement made and monies received by each under this MOU; and, upon receipt of reasonable written request, each shall make such records available to the other party and to the public, including any federal, state or local authority during regular business hours.

J. Scope of Memorandum of Understanding

This Memorandum of Understanding incorporates all the agreements, covenants, and understanding between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written agreement. No prior agreement, covenant or understanding, verbal or otherwise of the parties or their agents shall be valid or enforceable unless embodied in this Memorandum of Understanding.

K. Applicable Law

This MOU shall be governed by the ordinances of the Santa Fe County and the laws of the State of New Mexico.

L. Amendments

This MOU shall not be altered, changed, or amended except by an instrument in writing executed by all parties hereto.

M. Effective Date and Term

This MOU shall become effective upon the signature of the parties to this MOU and shall terminate on June 30, 2016.

IN WITNESS WHEREOF, the parties have executed this MOU as of the date of the last signature below.

SANTA FE COUNTY HOUSING AUTHORITY:

for Miguel M. Chay
Robert A. Anaya, Chairperson

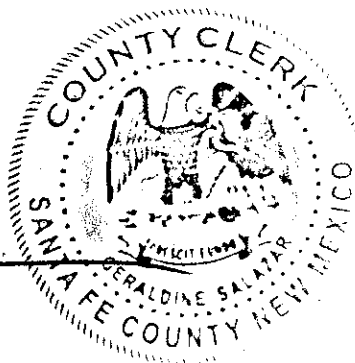
6/30/15
Date

James Ron Pacheco
James Ron Pacheco, Executive Director

6/30/15
Date


ATTEST:

Geraldine Salazar
Geraldine Salazar, Santa Fe County Clerk



7-7-2015
Date


APPROVED AS TO FORM:



Gregory S. Shaffer, County Attorney

5/19/15
Date

TURQUOISE TRAIL RESIDENT COUNCIL:

 President
Signature and Title

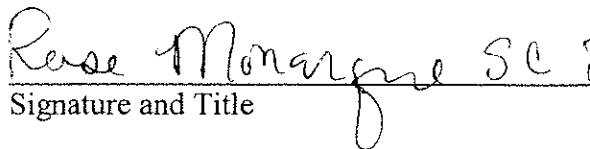
6-8-2015
Date

JACOB D. MARTINEZ RESIDENT COUNCIL:

 RC President
Signature and Title

6/8/15
Date

VALLE DE ESPERANZA RESIDENT COUNCIL:

 SC President
Signature and Title

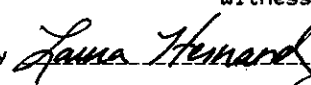
6/6/15
Date



COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

MEMO OF UNDERSTANDING
PAGES: 5

[Hereby Certify That This Instrument Was Filed for
Record On The 7TH Day Of July, 2015 at 10:36:55 AM
and Was Duly Recorded as Instrument # 1768897
Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Deputy  County Clerk, Santa Fe, NM
Geraldine Salazar

SFC CLERK RECORDED 07/07/2015